

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HUSTEEL USA, INC.	§	
	§	
vs.	§	C.A. NO. H – 15 – 1011
	§	ADMIRALTY
M/V JS PHOENIX, <i>her tackle,</i>	§	
<i>apparel, furniture, equipment,</i>	§	
<i>etc., et al.</i>	§	

ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Husteel USA, Inc. files this Original Complaint against Defendants, the M/V JS PHOENIX, *in rem*, and Shinhan Capital Co. Ltd. (“Shinhan”) and Daewoo Logistics Corp. (“Daewoo”), *in personam*, and for causes of action respectfully will prove by a preponderance of the credible evidence:

1. This action arises from damage and loss to maritime cargos, maritime torts and/or breaches of maritime contracts. Accordingly, the Court has original jurisdiction of this admiralty and maritime claim under 28 U.S.C. §1333(1).
2. Plaintiff is a California corporation with its principal place of business in Anaheim, California.
3. On information and belief and at all times material, the M/V JS PHOENIX was an ocean-going vessel, registered in the Republic of Korea, bearing International

Maritime Organization (IMO) No. 9217735, weighing approximately 27,986 gross tons, and engaged in the carriage of cargo to and/or from ports in the United States.

4. On information and belief and at all times material, Shinhan owned, chartered, managed and/or operated the M/V JS PHOENIX as a common carrier of goods by water for hire between various ports, including the Ports of Pyongtaek and Daebul, Republic of Korea, and Corpus Christi. On information and belief, Shinhan is a foreign entity not authorized to do business in Texas but, at all times material, did business in Texas by carrying cargo aboard vessels to and from Texas, operating and/or managing vessels in Texas navigational waters, entering into charter parties, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas, and/or by committing a tort in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. On information and belief, Shinhan is a non-resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although Shinhan may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff's action arises under federal law and, on information and belief, Shinhan has sufficient national minimum contacts with the United States as a whole. The exercise of personal jurisdiction over Shinhan is consistent with the Constitutions and other laws of the United States and Texas. Accordingly, serving Shinhan with a summons is effective to establish

personal jurisdiction over it. Shinhan can be served by serving the Texas Secretary of State. Process or notice can be sent to Shinhan at its home office at 3rd – 6th Floors, Shinhan Bank, 1–14, Namdaemun–no 1–ga, Jung–gu, Seoul, 100–091, South Korea.

5. On information and belief and at all times material, Daewoo managed and/or operated the M/V JS PHOENIX as a common carrier of goods by water for hire between various ports, including the Ports of Pyongtaek, Daebul and Corpus Christi. On information and belief, Daewoo is a foreign entity not authorized to do business in Texas but, at all times material, did business in Texas by carrying cargo aboard vessels to and from Texas, operating and/or managing vessels in Texas navigational waters, entering into charter parties, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas, and/or by committing a tort in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. On information and belief, Daewoo is a non–resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although Daewoo may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff’s action arises under federal law and, on information and belief, Daewoo has sufficient national minimum contacts with the United States as a whole. The exercise of personal jurisdiction over Daewoo is consistent with the Constitutions and other laws of the United States and Texas. Accordingly, serving Daewoo with a

summons is effective to establish personal jurisdiction over it. Daewoo can be served by serving the Texas Secretary of State. Process or notice can be sent to Daewoo at its home office at Daewoo Center Building, 541, Namdaemun-no 5-ga, Jung-gu, Seoul, 100-714, Republic of Korea.

6. On or about February 28, 2014 and March 15, 2014, at the respective ports of Pyeongtaek and Daebul, Plaintiff's shipper tendered in good order and condition to Defendants cargos of ERW steel pipe. Defendants agreed safely to receive, handle, load, stow, secure, carry, discharge and deliver at Corpus Christi the cargo in the same good order and condition as when received, in consideration of paid freight charges. Defendants acknowledged receipt of the cargo in good order and condition and, accordingly therewith, issued at Seoul various bills of lading, including Bills of Lading Nos. DWLGJSPCRP41001 through DWLGJSPCRP41008, and DWLGJSPCRP43001, free of exceptions or other notations for loss or damage, and loaded the cargos aboard the M/V JS PHOENIX.

7. Thereafter and on or about April 26, 2014, the M/V JS PHOENIX arrived at Corpus Christi where Defendants later discharged the cargos, not in the same good order and condition as when received but, on the contrary, much of the cargos was dented, bent, nicked, gouged, smashed, crushed, out of round, loose, compressed and otherwise physically damaged. The damages and loss proximately resulted from Defendants' respective acts and/or omissions constituting negligence, breach of contract, breach of bailment and/or violation(s) of the duties of a common carrier of goods by water for hire.

Alternatively, the loss proximately resulted from the unseaworthiness of the M/V COS INTREPID.

8. On information and belief and as best now as reasonably can be determined, Plaintiff proximately has sustained damages exceeding \$75,000 plus interest dating from February 28, 2014, demand for which has been made upon Defendants but which they refuse to pay.

9. At all times material, Plaintiff owned the cargos and brings this claim for itself and/or as agent and/or trustee for all persons or entities, including any insurer(s) that are or become interested in the cargos.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Husteel, USA, Inc. prays that: process in due form of law according to the practices of this Honorable Court in causes of admiralty and maritime jurisdiction issue against the M/V JS PHOENIX, her engines, tackle, apparel, furniture, equipment, etc.; all persons claiming an interest therein be required to appear and answer under oath, all and singular, the matters aforesaid; it have judgment for its damages, interest, and costs; the M/V JS PHOENIX be condemned and sold to satisfy the damages aforesaid; and,

This Honorable Court adjudge that Defendants, the M/V JS PHOENIX, *in rem*, and Shinhan Capital Co. Ltd. and Daewoo Logistics Corp., *in personam*, are liable to Plaintiff, jointly and severally, for its damages, pre-judgment interest, post-judgment interest, court costs and all other relief as justice and equity allow.

Respectfully submitted,

SHARPE & OLIVER, L.L.P.

A handwritten signature in black ink, appearing to read 'Robert C. Oliver', written over a horizontal line.

By _____

Robert C. Oliver

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